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AGREEMENT

BETWEEN

CITY OF HACKENSACK

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 27 1989

RUTGERS UNIVERSITY



Hackensack, City of

AND

HACKENSACK SCHOOL TRAFFIC GUARDS

TEAMSTERS LOCAL 97 OF NEW JERSEY, A.F.L.-C.I.O.

X JANUARY 1, 1989 THROUGH JUNE 30, 1992

TABLE OF CONTENTS

| <u>ARTICLE NO.</u> | <u>DESCRIPTION</u> | <u>PAGE</u> |
|--------------------|--------------------------------------|-------------|
| 5 | Absent From Duty | 6 |
| 4 | Days and Hours of Duty | 5 |
| 13 | Dues Deductions/Agency Shop | 11-12 |
| 14 | Duration | 12 |
| 1 | General/Public Employees | 2 |
| 6 | Grievance Procedure | 7 |
| 7 | Management Rights | 8 |
| N/A | Preamble | 1 |
| 10 | Physical Examination | 10 |
| 11 | Protection of Property and Equipment | 10 |
| 2 | Recognition | 3 |
| 8 | Safety Gear | 9 |
| 9 | Training | 10 |
| 12 | Union Activities | 10 |
| 3 | Wages | 4 |

PREAMBLE

THIS AGREEMENT entered into this 14th day of June, 1989, by and between the City of Hackensack, New Jersey, hereinafter referred to as the "City", and the HACKENSACK SCHOOL TRAFFIC GUARDS, TEAMSTERS LOCAL 97 of New Jersey, A.F.L.-C.I.O., hereinafter referred to as the "Union".

ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency within the Police Department of the School Traffic Guard Unit; to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Unit, the City and the Union hereby agree as follows:

1.2 Public Employees

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2 - RECOGNITION

2.1 The City of Hackensack hereby recognizes the Teamsters Local 97 of New Jersey, A.F.L.-C.I.O., as the sole and exclusive representative of all regularly employed School Traffic Guards employed by the City excluding managerial executives, confidential employees, police, professional employees, craft employees and supervisors within the meaning of the Act (Reference RO-88-196).

ARTICLE 3- WAGES

3.1 Wage and Uniform Allowance

Covered employees actively employed as of 6/30/89 shall receive a lump sum payment in July equal to \$40 per month for each month of full employment with pay between the period 1/1/89 to 6/30/89. The maximum payment hereunder shall not exceed \$240.00. Each employee is required to utilize not less than \$120.00 of said payment for the purchase of a navy blue uniform coat or jacket which shall be worn while on duty during the winter months.

3.2 Hourly Pay Rates

Hourly rates shall be adjusted as follows:

| | <u>1/1/89-6/30/89</u> | <u>9/1/89-6/30/90</u> | <u>9/1/90-6/30/91</u> | <u>9/1/91-6/30/92</u> |
|-----------|-----------------------|-----------------------|-----------------------|-----------------------|
| New Hire | 6.50 | 7.00 | 7.50 | 8.00 |
| Returning | | | | |
| Employee | 7.00 | 7.50 | 8.00 | 8.50 |

3.3 Perfect Attendance Stipend

Effective 9/1/89, each covered employee assigned to a post, shall receive an additional stipend of \$10 per month, payable in July or upon termination, for each month the employee reports to and completes all of his/her regularly assigned duties. The maximum allowable stipend shall be \$100 per school year.

ARTICLE 4 - DAYS AND HOURS OF DUTY

4.1 The days of duty and hours of work at the various crossing posts shall be established by the Police Department to insure the safety of school children during the school year.

ARTICLE 5 - ABSENCE FROM DUTY

5.1 In the event that an employee is unable to report for duty at any of his/her assigned daily duty periods, he/she must notify (telephone) the Traffic Division of the Police Dept. within one (1) hour prior to the time set for the employee to be at his/her post.

5.2 When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (10) days, in an eight (8) month period because of sickness, he/she shall show proof of his/her inability to work by submitting to the employee's supervisor, if requested, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates of their absence, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

5.3 Failure to supply the required medical certifications are grounds for termination of employment.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

6.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of a specific provision of this Agreement.

6.3 No settlement of a grievance presented by an employee shall contravene any provisions of this Agreement.

PROCEDURE:

- a. The matter shall first be discussed orally with the employee's immediate supervisor within 7 calendar days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.
- b. Within 7 calendar days from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Department Head who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within 7 calendar days of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- c. Within 7 calendar days of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager. Either party may appeal the City Manager's ruling to the N.J. Dept. of Personnel or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

6.4 The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be borne by the party losing the appeal.

ARTICLE 7 - MANAGEMENT RIGHTS

7.1 Management Rights

- a. The Union recognizes that the City may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.
- b. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the New Jersey Dept. of Personnel to do the following:
 1. To direct employees of the City.
 2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.
 3. To make work assignments and work and shift schedules.
 4. To relieve employees from duties because of lack of work, or other legitimate reasons.
 5. To maintain the efficiency of the City operations entrusted to them.
 6. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE 8 - SAFETY GEAR

8.1 The City shall provide to each assigned School Traffic Guard the following safety gear which must be used while on duty and returned to the Police Dept. in satisfactory condition upon termination of employment or at the end of the school year:

1. Hat
2. Badge
3. Reflective Vest
4. Stop Sign
5. Whistle

8.2 Failure to properly use this equipment while on duty constitutes a serious safety hazard and will subject the employee to disciplinary procedures.

ARTICLE 9 - TRAINING

9.1 Each new and returning School Traffic Guard will be responsible to attend training sessions sponsored by the Hackensack Police Dept.

ARTICLE 10 - PHYSICAL EXAMINATIONS

10.1 The City may, at its sole cost and discretion, direct any or all School Traffic Guards to be examined by a trained medical professional to insure that no uncorrected deficiencies exist which could impare the safe and proper performance of their assigned duties.

ARTICLE 11 - PROTECTION OF PROPERTY AND EQUIPMENT

11.1 It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage.

ARTICLE 12 - UNION ACTIVITIES

12.1 The Union President or his/her designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and one (1) Union member shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the Police Chief's permission and does not adversely affect the safe and efficient delivery of School Traffic Guard services.

ARTICLE 13 - DUES DEDUCTIONS/AGENCY SHOP

13.1 The City shall deduct Union dues in accordance with State statutes and remit the sum so deducted to the Treasurer of the Union.

13.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days or re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

13.3 The Union agrees that it will indemnify and save harmless the city against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the city at the request of the Union under this Article.

ARTICLE 14 -DURATION

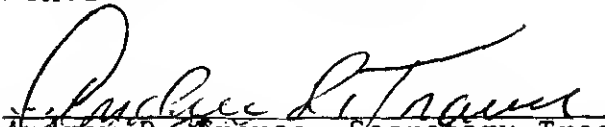
14.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the city Council of the City of Hackensack and shall commence January 1, 1989, and continue in effect until June 30, 1992. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.


14.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

14.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK SCHOOL TRAFFIC GUARDS
TEAMSTERS LOCAL NO. 97 A.F.L.-C.I.O.


Arnold Ross, President



Andrew D. Trause, Secretary-Treasurer


(s) 
Patrick D. Nardolilli, Representative

Attest: _____

CITY OF HACKENSACK

(s) 
Mayor

(s) 
City Manager

(s) 
City Clerk

Attest: 